

\$20.00

ITEL

RECORDATION NO. 9778-K Filed 1425

OCT 26 1982 12:40 PM

Rail Division INTERSTATE COMMERCE COMMISSION

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

9778-K
RECORDATION NO. Filed 1425

OCT 26 1982 12:40 PM
October 8, 1982
INTERSTATE COMMERCE COMMISSION

No. OCT 26 1982
Date.....
Fee \$ 20.00
ON
ICC Washington, D. C.

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated as of March 15, 1978 (the "Lease") between Itel Corporation, Rail Division ("Itel") and The Texas Mexican Railway Company ("Lessee"), which was filed on October 17, 1978 at 3:00 P.M. and given recordation No. 9778, four counterparts each of the following documents:

Amendment No. 4 dated as of August 4, 1982 to the Lease between Itel and Lessee.

Amendment No. 5 dated as of August 24, 1982 to the Lease between Itel and Lessee.

The names and addresses of the parties to the aforementioned Amendments are:

1. The Texas Mexican Railway Company
P.O. Box 419
Loredo, Texas 78040
2. Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, CA 94111

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The equipment covered by the Amendments is one hundred eighty-six (186) 70-ton flush deck flatcars, 89'4" in length, AAR mechanical designation FC, currently bearing reporting marks within the series TM 400000 thru TM 400149.

Also enclosed are two checks in the amount of \$10.00 each for the required recording fees.

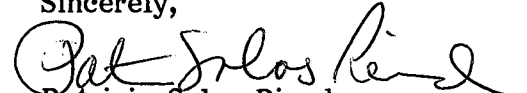
Counterpart *[Signature]*

Ms. Mervis -
we think
Amendment 4 will
be under
9778-J, and
Amendment 5 will
be under
9778-K,
but please
check to be
sure

Ms. Agatha Mergenovich, Secretary
October 8, 1982
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Please stamp all counterparts of the enclosed Amendments with your official recording stamp. You will wish to retain one (1) counterpart of each document for your files; it is requested that the remaining three (3) counterparts of each document be delivered to the bearer of this letter.

Sincerely,


Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84111

Sandra Costa
Itel Corporation

778-K-
L-0334
8/18/82

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AMENDMENT NO. 5

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 5 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of March 15, 1978 between ITEL CORPORATION, RAIL DIVISION ("Lessor") and THE TEXAS MEXICAN RAILWAY COMPANY ("Lessee") is made this 24th day of August, 1982 by and between Lessor and Lessee.

WHEREAS, Lessor and Lessee are parties to the Agreement, pursuant to which three hundred (300) flatcars ("Car(s)") bearing the reporting marks TM 400000-400299 have been leased and delivered by Lessor to Lessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. The number one hundred fifty (150) shall be substituted for the number one hundred forty-eight (148) each time it appears in Section 2(i) of Amendment No. 4 to the Agreement dated August 4, 1982 ("Amendment No. 4").
3. The number thirty-six (36) shall be substituted for the number thirty-eight (38) each time it appears in Section 2(ii) of Amendment No. 4.
4. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of the rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.
6. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,
RAIL DIVISION

By: 

Title: President

Date: 9-17-82

THE TEXAS MEXICAN
RAILWAY COMPANY

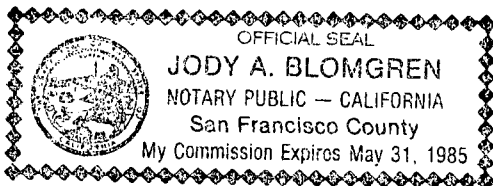
By: 

Title: Chairman & Chief Executive Officer

Date: August 30, 1982

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 17th day of September, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of IteI Corporation, Rail Division, that the foregoing Amendment No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jody A. Blomgren
Notary Public

STATE OF TEXAS)
)
COUNTY OF MENDOTA) ss:

On this 30th day of August, 1982, before me personally appeared A. R. Ramos, to me personally known, who being by me duly sworn says that such person is Chair & Ch. Executive Officer of The Texas Mexican Railway Company, that the foregoing Amendment No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sandra Sue Webster
Notary Public